

ARBITRATION RULES OF THE NASSAU COUNTY BAR



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ASSOCIATION MEDIATION AND ARBITRATION PANELS

The Mediation and Arbitration Panels

The Nassau County Bar Association (the "Association") has established the Nassau County Bar Association Mediation and Arbitration Panels (the "Panels") comprised of qualified members of the Association who are available to State, Federal, and local courts, litigants, parties to contracts, and the general public to arbitrate a dispute. The Panels' Administrator (the "Administrator") will, upon request, provide a neutral Arbitrator or Arbitrators (the "Arbitrator") for the resolution of a dispute. The Arbitrator shall be selected from a list of attorneys admitted to practice law in the State of New York for a minimum of ten (10) years, each of whom has been screened by the Judiciary Committee of the Association to serve on the Arbitration Panel as an Arbitrator. Requests for arbitration by the Association's Arbitration Panel shall be on form(s) provided by the Association or the equivalent.

ARB-1 Certain Terms:

(a) **"Advisory Council"** The Program is supervised by the Mediation and Arbitration Panels Advisory Council (the "Advisory Council"), whose members manage and direct all procedural and substantive matters directed to the Administrator for referral to the Advisory Council including, without limitation, arbitrator conflict and disclosure issues, case management requiring discretionary review and response, setting policy, rule review and amendment, and the performance of such other duties and functions as may be necessary or appropriate in the execution of its supervisory duties. The Advisory Council shall consist of the Chair and seven (7) additional members, each of whom shall be a member of the Association's Alternative Dispute Resolution Committee (the "ADR Committee") and a member of either or both of the Panels. In addition, the then current Chair(s) and Vice-Chair(s) of the Alternative Dispute Resolution Committee and the Executive Director of the Association shall serve *ex officio*. Members of the Advisory Council shall be selected by the ADR Committee Chair(s) and shall serve two-year terms, the first day of which shall be January 1 of the year of their selection and the last day of which shall be December 31 of the second year of their term. The Advisory Council Chair shall be selected annually by the members of the Advisory Council and shall serve a one-year term, the first day of which shall be January 1 of the year of the Chair's selection and the last day of which shall be December 31 of that year.

(b) **"Arbitration"** Arbitration is a voluntary, private process that affords parties an expeditious, time-saving and cost-effective means to resolve disputes that otherwise might be litigated in the courts. Parties agree by contract or submission to be bound by the decision of the Arbitrator. The arbitration proceeding is private.

(c) **"Arbitrator"** The Arbitrator is neutral and impartial. Notwithstanding the fact that the person assigned as Arbitrator is a member of the Association and may be a practicing

attorney, no attorney-client privilege attaches to communications between the Arbitrator and a Party or the Party's representative, if any. The Arbitrator does not serve as an attorney or advocate for any Party.

(d) **"Award"** The Parties submit their dispute to the Arbitrator, who hears the evidence and arguments presented, and issues a final and binding written decision known as an "Award", which resolves the dispute.

(e) **"Program"** The Arbitration program (the "Program") is administered by the Administrator who maintains a current list of Arbitrators from which an Arbitrator or Arbitrators may be selected as provided in ARB-8. The Administrator will notify counsel for the Parties, or in the absence of counsel, the Party or Parties directly, of the identity of the Arbitrator and shall carry out such other functions as are required under these Rules.

(f) **"Party" or "Parties"** Each of the Parties and their respective counsel, if any, in a representative capacity, may be referred to in these Rules as a "Party" or "Parties," as the case may be.

(g) **"Rules"** The Arbitration rules set forth herein are hereinafter referred to as "the Rules," or "these Rules."

ARB-2 Consent to Association Rules:

By submitting any case to Arbitration before the Arbitration Panel, the Parties are deemed to have consented and agreed to these Rules for the conduct of the Arbitration proceeding. Any questions, concerns or disputes ("Question") raised by any Arbitration participant regarding the application or interpretation of these Rules and/or any amendments thereto shall be submitted first to the Arbitrator for determination, and if the Arbitrator does not make a determination, the Question shall be submitted to the Administrator and resolved by the Advisory Council, whose decision shall be final and binding.

ARB-3 Arbitration Fees and Expenses:

All administrative and other fees established by the Association, if any, and all Arbitrator compensation and reimbursable expenses, shall be paid by the Parties in equal shares unless agreed otherwise by them or as provided by applicable law. Notwithstanding the foregoing, the Arbitrator shall have discretion to apportion any and all administrative fees, Arbitrator compensation, and reimbursable expenses in other than equal shares or as otherwise agreed to by the Parties. Travel expenses of the Arbitrator, including but not limited to, mileage and parking costs, shall not be reimbursable if the Arbitration is conducted in Nassau County.

ARB-4 Confidentiality:

Unless the Parties agree otherwise, the Arbitration, although private, is not confidential. The Parties may, however, enter into an agreement to make the proceeding confidential.

ARB-5 Matters for Submission:

Except as otherwise precluded by statute, rule, regulation or other applicable law, Arbitration under these Rules may be used for any matters that are justiciable or capable of being decided by a court or in arbitration. The scope of arbitrable matters, cases, disputes and

claims is broad. Such matters may include, but are not limited to matters: (a) in litigation in any court; (b) required by statute to be determined by arbitration; (c) required by agreement to be determined by, or submitted to, arbitration; or (d) voluntarily submitted by the Parties.

ARB-6 Request for Arbitration; Voluntary Submission:

(a) Any Party, or the Parties jointly or collectively, may submit a dispute to Arbitration by filing with the Administrator a demand for, or a request for or consent to, Arbitration or equivalent (the "Demand").

(b) If the Demand is not filed by all Parties, the initiating Party or Parties shall serve the Demand on all other Parties. The Demand shall identify the Parties and set forth the nature of the dispute, the amount involved, if any, and any other remedies sought. The Demand shall be accompanied by a copy of the provisions of any applicable agreement where the Arbitration is pursuant to a written agreement to arbitrate between the Parties. If the matter has been, or is, in litigation, a complete set of relevant documents (i.e., pleadings, bills of particulars, and court orders and decisions) shall be provided by the initiating Party.

(c) Following any submission of a Demand, the responding Party shall serve and file an Answer and may file a counterclaim within ten (10) days after service of the Demand. Failure to serve and file the Answer shall be deemed a denial of the claim(s) in the Demand. A Reply to a Counterclaim may be served and filed within ten (10) days after it is served, or on such other schedule as the Arbitrator sets (or before appointment, as the parties agree). Failure to serve and file a Reply to a Counterclaim shall be deemed a denial of the Counterclaim. Where the Demand, Answer or Reply has been served by mail, an additional three (3) days shall be added to the time period in which to respond. Copies of the Demand, Answer and any Reply shall be filed with the Administrator.

ARB-7 Counterclaims and Changes in Claims:

(a) A responding Party may serve a Counterclaim in the Party's Answer, as provided in ARB-6, together with an additional administrative fee as set forth in ARB-24, setting forth the nature of the dispute, the amount of the counterclaim, if any, and any other remedies sought. If no counterclaim and/or Answer has been served and filed prior to the appointment of the Arbitrator, such may be filed with leave of the Arbitrator and on such schedule as is set (together with the filing fee).

(b) In addition, at any time prior to the appointment of the Arbitrator, any Party may change the Party's Demand or Counterclaim. After the Arbitrator has been appointed, a Party may assert an amended Answer and Counterclaim or make changes to a Demand or Counterclaim (or serve a Counterclaim if not previously served) only with the Arbitrator's consent, and on such schedule as is set by the Arbitrator.

(c) No Counterclaim will be considered unless the filing fee (see ARB-24) has been paid.

ARB-8 Selection of Arbitrator:

(a) Upon receipt of a Demand, the Administrator shall provide the Parties, by electronic (e-mail) or first class mail, with a list of five (5) names from which to select the

Arbitrator. Preferences for an Arbitrator who has identified him/herself as having subject matter experience may be requested and will be considered, subject to availability. Subject to the foregoing, proposed Arbitrators shall be taken in rotation from the panel of Arbitrators maintained by the Administrator. The list of Arbitrators shall be accompanied by such biographical information concerning each of the Arbitrators as shall, from time to time, be on file with the Association. Within seven (7) business days after receipt of the list, the Parties (or their counsel) may confer to select a mutually acceptable Arbitrator, and shall then return to the Administrator, within ten (10) business days after receipt of the list of Arbitrators, the name(s) of the Arbitrator agreed upon by the Parties. In the absence of an agreement on an Arbitrator, each side to the dispute shall return to the Administrator, within ten (10) business days after receipt of the list of Arbitrators, a separate list of Arbitrators, identifying by ranking the Party's preference for an Arbitrator by number (with number 1 being the first choice, number 2 being the second choice, and so on) their respective preferences for the Arbitrator. Any Party may strike one or more names on the list. The Administrator shall compare the Parties' rankings and identify the Arbitrator. In determining the single Arbitrator or the composition of a three (3) Arbitrator panel, the lowest numerical combined rankings shall be used; provided, however, that where there are multiple respondents who cannot agree upon a single ranking sheet, each shall submit their own rankings and the same shall be submitted by the Administrator to the Advisory Council which shall thereupon determine who shall serve as Arbitrator.

(b) If the Parties' rankings result in a tie, then the Advisory Council shall thereupon determine who shall serve as Arbitrator.

(c) If, for any reason, the Administrator is unable to identify the Arbitrator from the initial list of proposed Arbitrators, a second list of up to five (5) names of Arbitrators shall be forwarded to the Parties or their counsel, which names have not previously been submitted to the Parties. The Parties and the Administrator shall thereupon follow the same procedure as set forth above with respect to identifying the Arbitrator from the first list.¹

(d) If the Administrator is unable to identify the Arbitrator from the second list of proposed Arbitrators, then the Advisory Council shall select from the list of Arbitrators the Arbitrator whose name(s) was (were) not previously submitted to the Parties.

(e) Notwithstanding the foregoing, the Parties may select who, from the Panel, they wish to have serve as Arbitrator in their case.

(f) If, after appointment to act, an Arbitrator is unable to perform his/her duties, the Administrator shall declare a vacancy in the appointment, and unless the parties otherwise agree, appoint another Arbitrator. Where a vacancy occurs on a three (3) Arbitrator panel, the Parties may stipulate that the remaining Arbitrators shall continue with the hearing and reach a determination of the dispute or, if the Parties do not so stipulate within seven (7) days following the vacancy declaration, then the vacancy shall be filled with an Arbitrator selected by the Advisory Council.

(g) Upon notice of appointment, the Arbitrator shall make disclosures as required by ARB-12. The Arbitrator shall execute an oath or affirmation to faithfully perform the duties of the Office of Arbitrator and render an Award based upon the evidence.

¹ The list will contain from eight (8) to ten (10) names if the Parties have agreed upon a panel of three (3) arbitrators.

(h) Any challenge to, or request for disqualification of, an Arbitrator who has been appointed shall be filed with the Administrator, with notice to the other Party(ies) within five (5) business days of (i) objectant's receipt of the Administrator's notice of appointment, or (ii) receipt of the Arbitrator's disclosures pursuant to ARB 12. Challenges or requests for disqualification shall be made only for cause. The Administrator shall forward all challenges or requests to the Advisory Council upon receipt. The Advisory Council shall determine whether the Arbitrator shall continue to serve, and the determination shall be final and binding.

ARB-9 Selection of a Three Person Panel:

(a) If all parties agree or, if pursuant to a separate agreement between or amongst the parties, the parties choose to proceed with a three-person panel, the panel administrator will endeavor to send a list of 8-10 names from which the parties may select the panel members. The selection process will proceed as set forth in ARB-8.

(b) Once the three arbitrators are selected they will choose a chair. Said selection shall take place within five days of the final panelist selection.

(c) If the arbitrators are unable to agree upon a chair, the ADR Advisory Council shall select a chair for the panel from the three panelists.

ARB-10 Discovery:

Subject to the Arbitrator's powers as set forth in ARB-11, the Parties may request production of documents and other information.

ARB-11 Arbitrator's Powers; Enforcement:

Without limiting any other powers conferred upon arbitrators by law,

(a) The Arbitrator shall have the power to:

- rule on his or her own jurisdiction to hear and determine the dispute;
- determine applications for the production of documents and other information;
- subpoena witnesses, books, papers, documents, and other items;
- administer oaths and affirmations;
- determine the admissibility in evidence of offers of proof;
- require the submission of briefs, including copies of cases and other authorities to be relied upon;
- determine issues of law and fact;
- determine requests for declaratory and/or injunctive relief;
- determine the form of the Award in the absence of an agreement between or among the Parties as to the form;

- permit site inspections; and
- take such other actions as the Arbitrator determines to be necessary to bring the proceedings to an expeditious and appropriate conclusion.

(b) The Arbitrator may enforce any orders issued by the Arbitrator or any of the provisions of these Rules in order to otherwise achieve a fair, efficient and economical resolution of the case, including, without limitation:

- requiring that any exchange or production of confidential documents and/or information be treated by the Parties and their counsel as confidential;
- imposing conditions or limitations on discovery and disclosure of electronic and other documents;
- allocating the costs of document production, including electronically stored information; and
- issuing any other enforcement orders which the Arbitrator is empowered to issue under applicable law.

ARB-12 Disclosures:

(a) Any prospective or appointed Arbitrator shall promptly disclose to the Administrator if s/he has any current or prior direct or indirect personal, professional or financial interests or relationships in or with the matter to be submitted to Arbitration and/or any of the Parties, their attorneys or known witnesses or prospective witnesses associated with the matter. The duty of the prospective or appointed Arbitrator to disclose hereunder shall be a continuing obligation throughout the entire Arbitration process.

(b) Any Party or attorney involved in the Arbitration shall promptly disclose to the Administrator any current or prior direct or indirect personal, professional or financial relationship with a prospective or appointed Arbitrator.

(c) The Administrator shall forward all such disclosures to the Parties, who shall have a period of five (5) business days to file with the Administrator any objection in writing to the service of the Arbitrator, specifying the reasons for the objection. If any Party files an objection to the Arbitrator, the matter shall be submitted to the Advisory Council for determination as to whether the Arbitrator shall continue to serve, and such determination of the Advisory Council shall be final and binding.

ARB-13 Pre-Hearing Conference:

(a) The Arbitrator shall fix the date and time for a pre-hearing conference which shall be conducted not less than five (5) business days, nor more than thirty (30) business days, after the Arbitrator has received notice of appointment. The pre-hearing conference may be conducted by telephone conference call.

(b) At the pre-hearing conference, the topics to be considered may include, but shall not be limited to, (1) jurisdiction, (2) discussion of claims, counterclaims and issues, (3) existence of related entities and addition of other parties, (4) exchanges of information and

scheduling therefor, (5) mutual exchange, and provision, of documentary hearing exhibits to the Arbitrator, (6) witness lists, (7) stipulations of uncontested facts, (8) service and filing of pre-hearing briefs, (9) use of stenographic reporter, (10) form of the Award, and (11) scheduling date(s) and location for the hearing.

ARB-14 Arbitration Hearing:

(a) The Arbitration hearing shall be held in Nassau County at a location designated by the Arbitrator or at such other place as shall have been designated by the parties in their agreement to arbitrate.

(b) The Arbitrator shall fix a hearing date and time which is not sooner than fifteen (15) days from the conclusion of the pre-hearing conference. With the consent of the Arbitrator, the Parties may agree to another date and time for the hearing. The Arbitrator shall give written notice to the Parties of the time and date for the hearing at least ten (10) days prior to the scheduled hearing date unless all Parties agree to a shorter time in which to give such notice.

(c) The Arbitrator may adjourn the hearing date and other deadlines upon application of any Party for good cause shown; provided, however, that recognizing that the Arbitrator will set aside the specified time for the conduct of the hearing, if a request is made for an adjournment or cancellation on less than three business days' notice before the scheduled hearing and granted by the Arbitrator, the requesting Party shall pay a cancellation fee as provided in the Association's then applicable Schedule of Arbitration Fees.

ARB-15 Evidence:

The Arbitrator shall not be bound by rules of evidence unless otherwise agreed by the Parties.

ARB-16 Stenographic Record:

(a) Any Party may make arrangements for a stenographic record of the hearing. The requesting Party shall make arrangements directly with a certified stenographer and shall notify all other Parties and the Arbitrator of the arrangements not less than ten (10) calendar days prior to the hearing, unless the Arbitrator directs a different time period for the giving of such notice. The requesting Party or Parties shall pay the cost of the record, subject, however, to the provisions of ARB-24(b).

(b) No other means of recording the proceedings will be permitted absent the agreement of the Parties and the Arbitrator.

(c) If the transcript or any other recording is agreed by or among the Parties, or designated by the Arbitrator, to be the official record of the proceeding, an electronic or hard copy, as may be requested by the Arbitrator, must be provided to the Arbitrator and made available to the other Parties for inspection as determined by the Arbitrator.

ARB-17 Closing the Hearing; Issuance of Award:

(a) The Arbitrator shall declare when the hearing is closed. The Arbitrator shall execute an Award within thirty (30) days after the hearing has been declared closed by the Arbitrator. Where the Arbitration panel consists of more than one (1) Arbitrator, a majority of the

panel shall be required to make an Award. The Parties may consent in writing to a longer period in which the Arbitrator may execute the Award.

(b) At any time before an Award is issued, the hearing may be reconvened by the Arbitrator on the Arbitrator's own motion, or upon the application of a Party for good cause shown, and the decision of the Arbitrator with regard thereto shall be final.

(c) The Award of the Arbitrator shall be final and binding and may be confirmed by a court as provided by law. The Award shall be signed by the Arbitrator and may, where appropriate, contain a dissent. The Award may include a provision awarding costs, Arbitrator's fees and/or expenses to a Party or Parties, as permitted under these Rules, including ARB-2, ARB-3, ARB-5, ARB-11(b), ARB-14(c), ARB-23 and ARB-24(b), or pursuant to the Parties' agreement. The Parties, and not the Association or the Arbitrator, are responsible for enforcing the Award. The Arbitrator shall file the Award with the Administrator and the Arbitrator shall transmit copies to the Parties within thirty-five (35) days after the close of the hearing, or such later time if the Parties have consented to an extension of time in which the Arbitrator may execute, file and transmit the Award.

ARB-18 Default:

Upon default of a Party in appearing at the hearing, evidence shall be taken and an Award shall be issued as may be deemed by the Arbitrator to be appropriate. Should all Parties fail to appear at the Hearing, the Arbitrator may issue an Award dismissing the matter, without prejudice.

ARB-19 Parties' Obligations:

All Parties shall cooperate with the Arbitrator, and with each other. The Parties are prohibited from having *ex parte* communications with the Arbitrator.

ARB-20 Settlement:

If the Parties settle or compromise all or any part of their dispute during the course of the Arbitration, the Arbitrator may, at the request of the Parties, set forth the terms of such settlement or compromise in a Consent Award signed by the Parties and the Arbitrator. The Parties shall promptly advise the Arbitrator of any settlement and remain responsible for the payment of Arbitrator compensation for all services rendered by the Arbitrator prior to the Arbitrator's receipt of the notice of settlement; provided, however, that any additional services rendered by the Arbitrator at the request of the Parties shall entitle the Arbitrator to compensation for the same.

ARB-21 Mediation:

(a) Whenever the Parties to a dispute desire to engage in "Mediation," as distinguished from "Arbitration," they may do so by selecting a Mediator from the Association's Mediation Panel who will conduct the Mediation pursuant to the Mediation Rules of the Association. If the Parties have paid an administrative fee or fees for the Arbitration, no additional filing fee shall be required for the Mediation.

(b) The Parties' desire to engage in Mediation shall be made upon the unanimous written consent of all Parties, which consent shall be filed with the Administrator. With the

consent of the Arbitrator, the Arbitration hearing may be suspended pending the Mediation. The Parties may, by unanimous written consent and the consent of the Arbitrator, elect to have the Arbitrator serve as the Mediator.

(c) One who serves as a "Mediator" shall not thereafter serve as an "Arbitrator" in a subsequent or further Arbitration proceeding involving the same Parties and some or all of the same issue(s), unless the Parties thereto request that s/he do so, and they sign a written waiver of any objections thereto, which shall be filed with the Administrator prior to the commencement of any subsequent or further hearings.

ARB-22 Suspension/Termination of Proceedings:

(a) At the option of the Arbitrator, the Parties may be required to deposit with the Arbitrator advances of additional Arbitrator compensation anticipated by the Arbitrator to further conduct the proceedings. At the conclusion of the Arbitration, any portion of the advance Arbitrator compensation so deposited which is not used in the proceedings shall be promptly returned to the Parties in proportion to the deposits made by them. If full payments of the additional Arbitrator compensation requested by the Arbitrator have not been made, the Arbitrator may suspend the Arbitration. A Party may elect to avoid suspension of the Arbitration by advancing the unpaid portion of the additional Arbitrator compensation. If a non-paying Party has asserted a claim or counter-claim, the non-paying Party shall not be entitled to an Award upon such claim or counterclaim; provided, however, that evidence on the claim or counterclaim shall nevertheless be permitted, but only to the extent that it is entertained for the purpose of establishing a defense to such claim or counterclaim.

(b) If the Arbitration has been suspended by the Arbitrator and the Parties have failed to make the full deposits requested within the time designated by the Arbitrator, which shall not be less than fifteen (15) calendar days after the Arbitration has been suspended, the Arbitrator may terminate the proceedings without prejudice.

ARB-23 Arbitrator's Authority to Allocate Legal Fees and Expenses:

If the Parties' agreement to arbitrate contains a provision allowing the Arbitrator to allocate or assess legal fees and expenses, or all of the Parties request legal fees and expenses incurred in the Arbitration as a measure of damages, the Arbitrator may award such fees and expenses.

ARB-24 Costs/Fees:

(a) At the time the Demand commencing Arbitration is submitted to the Association, the submitting Party or Parties shall pay, in accordance with the Association's then applicable Schedule of Arbitration Fees: (i) the Association's administrative fee; and (ii) a required deposit toward the Arbitrator's compensation and reimbursable expenses (the "Arbitrator Deposit"), except as otherwise provided below in subparagraph (b) of this ARB-24. The administrative fee shall be nonrefundable. A respondent interposing a counter-claim shall pay to the Association an additional filing fee in accordance with the Association's then applicable Schedule of Arbitration Fees. A Counterclaim will not be considered unless and until the additional filing fee is paid nor shall failure to pay delay hearing on the claim.

(b) All charges, compensation and expenses of the Arbitration shall be borne equally by the Parties, or as they otherwise agree or as provided by applicable law, or as

directed by the Arbitrator, and are payable upon receipt of an invoice. The Arbitrator's rate (for each Arbitrator) shall be the rate provided for in the Association's Schedule of Arbitration Fees as in effect at the time of filing the Demand for Arbitration, which rate shall apply to all time spent on the matter by the Arbitrator including, but not limited to, pre-Arbitration conferences, hearings, study time, communication with Parties and/or counsel, review of motions, and writing an Award. The Arbitrator Deposit shall be applied against the first six (6) hours expended by the Arbitrator and shall be credited to the account of the Party or Parties who submitted the payment. The Arbitrator shall arrange directly with the Parties for the payment of any anticipated additional Arbitrator Deposits. At the conclusion of the proceeding, unearned Arbitrator Deposits shall be refunded to said Party or Parties.

ARB-25 Non-Liability:

Neither the Association, the Administrator, members of the Advisory Council, nor any Arbitrator shall be liable to any Party or Parties to the Arbitration for any act, omission or conduct in connection with any Arbitration.

ARB-26 Immunity:

An Arbitrator, the Association and its employees, and the Advisory Council and/or its members, shall be immune from suit or other legal process, and none shall be made a party or witness in any arbitration or judicial proceeding arising from, or related to, the dispute submitted to Arbitration under these Rules. The Parties shall be deemed to have agreed that none of the foregoing persons is competent to testify as a witness in any action, suit or proceeding.

ARB-27 Waiver:

(a) Any Party or attorney who proceeds with the Arbitration with actual or constructive knowledge that any provision or requirement of these Rules has not been complied with, and who fails to promptly file an objection in writing with the Administrator or the Arbitrator, shall be deemed to have waived the right to object.

(b) In requesting Arbitration, the Parties agree and acknowledge that the Arbitrator shall not be made a party or witness in any subsequent arbitration, mediation or judicial proceeding arising from, or related to, the dispute submitted for arbitration.

ARB-28 Additional Time for Mailing:

Where any paper, document or notice required or permitted to be served or filed hereunder has been transmitted by mail, an additional three (3) days shall be added to the time period in which to respond.

ARB-29 Communications with the Arbitrator:

Communications between or among any Party or Parties and the Arbitrator via email are preferred and encouraged, although not required; provided, however, that communications via e-mail exceeding twenty-five (25) pages shall, in each case, require an additional transmission to the Arbitrator of a hard copy of the entire communication. Any communication between a Party and the Arbitrator shall be simultaneously sent to opposing Parties by the same means. There shall be no *ex parte* communications with the Arbitrator.

ARB-30 Corrections to Award

Within thirty (30) calendar days after the transmittal of the Award, upon application of a Party, or *sua sponte*, the Arbitrator may correct any computational, typographical or clerical errors in the Award. Corrections may only be made to matters which are ministerial, and no changes or amendments may be made on the merits of the case.

ARB-31 Headings:

The headings used in these Rules are made for convenience and are used for general reference purposes only and shall not be construed to describe, define or limit the scope of, or otherwise affect, the interpretation or meaning of these Rules or any of their provisions.

(Revised February, 2019)

NASSAU COUNTY BAR ASSOCIATION

SCHEDULE OF ARBITRATION FEES

Administrative Filing Fee for filing Demand for Arbitration.....	\$500.00
Advance deposit (per arbitrator) for Arbitrator's fees and reimbursable expenses.....	\$1,800.00 ¹
Administrative Filing Fee for filing Counter-claim	\$500.00
Cancellation Fee (single Arbitrator)	\$900.00
Cancellation Fee per Arbitrator (multi-Arbitrator panel)	\$600.00

Room rental fee: Contact Nassau County Bar Association for availability and rates.

¹ Each Arbitrator shall be compensated at the rate of \$300.00 per hour.